

JANITORIAL SERVICE
CONTRACT

THIS AGREEMENT, made and entered into by and between the South Dakota Department of Labor (hereinafter referred to as the Agency) and Service Master, South Dakota (hereinafter referred to as the Contractor).

WHEREAS, the Agency desires certain services as hereinafter specified, and the Contractor has agreed to provide such services;

NOW, THEREFORE, in consideration of the promises, mutual agreements, and such other good and sufficient consideration as identified herein, the parties to this contract agree as follows:

1. The Agency hereby agrees to retain the contractor for services identified herein and the Contractor hereby accepts such retainer upon the terms and conditions hereinafter set forth.
2. The Contractor is retained by the Agency only for the purposes and extent set forth in this contract, and the Contractor's relationship to this Agency shall, during the period covered by this contract, be that of an independent contractor to a principal and the Contractor shall be free to dispose of his time as he sees fit during those hours which are not obligated hereunder to the Agency.
3. The contractor shall perform all the duties necessary in providing janitor service in the South Dakota State Government Agency building located at 811 East 10th Street, Sioux Falls SD as per janitor services specification schedule.
4. The term of this contract shall be from the 1 day of July 2010 to the 30th day of June 2010. This contract may be terminated by either party, the SD Department of Labor or the Contractor, upon thirty (30) days' written notice.
5. The Agency shall pay the Contractor the sum of \$ 3571.00 at the end of each month for the performance of services identified in this contract. It is agreed this amount shall be the total compensation to the Contractor, and the Contractor shall not receive additional reimbursement for any expenses incurred in the performance of duties specified in this contract.
6. The Contractor agrees to hold harmless and indemnify the State of South Dakota, its officers, agents, and employees, from and against any and all actions, suits, damages, liability or other proceeding which may arise as a result of performing services hereunder. This section does not require the Contractor to be responsible for or



defend against claims or damages arising solely from errors or omissions of the State, its officers, agents, or employees.

7. The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$100,000 each occurrence, a general aggregate limit of not less than \$200,000 and a products-completed operations aggregate of not less than \$100,000.

If applicable the Contractor shall procure and maintain business liability automobile insurance, workers' compensation insurance and unemployment insurance as required by South Dakota Law.

Five days prior to commencement of work under this Agreement, the Contractor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and provide that such insurance shall not be canceled, except on 30 days' prior written notice to the State. The Contractor shall furnish copies of insurance policies if requested by the State.

8. This agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. This agreement will be terminated by the State if the Legislature fails to appropriate funds or grant expenditure authority. Termination for this reason is not a default by the State nor does it give rise to a claim against the State.
9. State unemployment insurance laws require that employers maintain records of employment and wages and provide this information, along with other reports as needed, to the Department. This information is confidential and unauthorized release is a Class 2 misdemeanor. The Department is subject to the federal Privacy Act, as records include social security numbers, and this Act provides civil and criminal penalties for unauthorized disclosure. Other federal confidentiality provisions also apply to records maintained concerning applicants and employers using Career Center or other Department programs.

DM

CONTRACTOR

STATE OF SOUTH DAKOTA
Department of Labor

SERVICE MASTER BLDG AND COMM. MAINT.

Contractor Name

John J. Massa, PRESIDENT

Contractor Signature

20-0148938

Federal ID No. or Soc. Sec. No.

Contractor Address:

623 SOUTH LYONS, SUITE 100

Street or Box Number

SIoux FALLS SD 57106

City

State

Zip

605-335-1200

Phone Number of Contractor

JUNE 10, 2010

Date

SERVICE MASTER

(Address: Where payment is to be sent
if different from above)

P.O. Box 855

Street of Box Number

SIoux FALLS SD 57101-0855

City

State

Zip

SIOUX FALLS DEPT OF LABOR

Career Center Office

GREG J. HUSCH

Career Center Manager

JUNE 10 2010

Date

Dick B. Flemmer

Dick Flemmer Director of Admin Services

06/15/2010

Date